

0100431063

# WEINER, BRODSKY, SIDMAN & KIDER

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PROFESSIONAL CORPORATION

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MARK H. SIDMAN  
HARVEY E. WEINER

November 15, 1994

## BY HAND DELIVERY

The Hon. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Room 2215  
Washington, D.C. 20423

17461-D

NOV 16 1994

INTERSTATE COMMERCE COMMISSION

\* NOT ADMITTED IN D.C.

Dear Acting Secretary Williams:

Enclosed for filing with the Interstate Commerce Commission (the "Commission") pursuant to Section 11303 of Title 49 of the U.S. Code are two originals and two copies of the executed and notarized document described below.

This document is an amendment dated November 10, 1994 (the "Amendment No. 4"), to a primary document, a Security Agreement dated as of July 26, 1991, amended as of September 6, 1991, August 10, 1994 and as of October 5, 1994, as so amended (the "Security Agreement"), between Twin Cities & Western Railroad Company, as the debtor, and The First National Bank of Boston, as the secured party, covering the debtor's rolling stock now owned or hereafter acquired and all other properties and rights of the debtor. This Amendment No. 4 is a secondary document. Descriptions of the newly acquired rolling stock are attached to the Amendment No. 4 as Schedule 4(b), but the property covered by the Security Agreement is not limited to that listed in Schedule 4(b).

The names and addresses of the parties to the Security Agreement are as follows. The debtor is Twin Cities & Western Railroad Company whose chief executive office is located at 1433 Utica Avenue South, Suite 70, Minneapolis, Minnesota 55416 and principal place of business is at 723 11th Street East, Glencoe, Minnesota 55336. The secured party is The First National Bank of Boston whose head office is located at 100 Federal Street, Boston, Massachusetts 02106.

This Amendment No. 4 adds newly acquired railroad cars to the collateral covered by the Security Agreement, which was filed

WEINER, BRODSKY, SIDMAN & KIDER, P.C.

with the Commission on July 30, 1991, as document No. 17461, as amended by an Amendment No. 1 to Security Agreement, which was filed with the Commission on September 9, 1991, as document No. 17461-A, as further amended by Amendment No. 2 to Security Agreement, which was filed with the Commission on August 24, 1994, as document No. 17461-B, and as further amended by Amendment No. 3 to Security Agreement, which was filed with the Commission on October 17, 1994, as document No. 17461-C.

A short summary of the document to appear in the index is as follows:

"An Amendment dated November 10, 1994, to the Security Agreement, dated as of July 26, 1991, recorded as document No. 17461, amended by Amendment No. 1 to Security Agreement, dated as of September 6, 1991, and recorded as document No. 17461-A, as further amended by Amendment No. 2 to Security Agreement dated as of August 10, 1994, and recorded as document No. 17461-B, as further amended by Amendment No. 3 to Security Agreement dated as of October 5, 1994, and recorded as document No. 17461-C, between Twin Cities & Western Railroad Company as the borrower, and The First National Bank of Boston as the secured party, adding newly acquired railroad cars to the collateral covered by the Security Agreement, as amended. Descriptions of the rolling stock included in this Amendment are set forth in Schedule 4(b) to the November 10, 1994 Amendment, a copy of which is attached hereto and made a part hereof."

Also enclosed is a check in the amount of \$21.00, payable to the Interstate Commerce Commission, to cover the recording fee prescribed by the Commission in its rules and regulations.

Would you please acknowledge receipt of the enclosed documents by stamping and returning to the undersigned one of the Security Agreements, along with the duplicate copy of this letter of transmittal.

If you have any questions with respect to the enclosed documents, please call me at (202) 628-2000.

Very truly yours,



Jo A. DeRoche

Enclosures

**AFFIDAVIT**

UNITED STATES OF AMERICA )  
 ) SS  
DISTRICT OF COLUMBIA )

The undersigned states that she has read a true copy of the original document, has compared the copies with the original and has found the copies to be complete and identical in all respects to the original document.

This affidavit is made pursuant to the procedures in Section 1177.3(b)(3) relative to the recordation of documents with the Interstate Commerce Commission.


AFFIANT:

  
Jo A. DeRoche

I, DEWI SOEMANTORO, a notary public in and for the District of Columbia, do hereby certify that the foregoing affidavit was acknowledged before me this 15<sup>th</sup> day of NOVEMBER, 1994 by JO A. DEROCHE, attorney-at-law.

Given under my hand and seal this 15<sup>th</sup> day of NOVEMBER, 1994.



  
Notary Public  
Dewi Soemantoro  
Notary Public, District of Columbia  
My Commission Expires May 14, 1996

# Interstate Commerce Commission

Washington, D.C. 20423

11/16/94

OFFICE OF THE SECRETARY

JO A DeRoche  
Weiner, Brodsky, Sidman & Kider  
1350 New York Avenue, NW, Ste. 800  
Washington, DC. 20005-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/16/94 at 10:50AM, and assigned recordation number(s). 17461-D.

Sincerely yours,



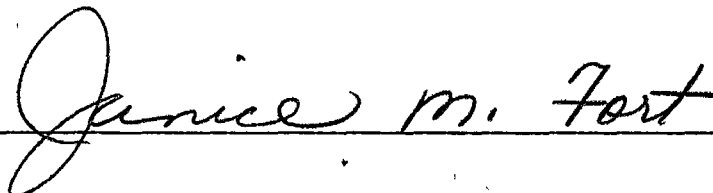
Vernon A. Williams  
Secretary

Enclosure(s)

(0100431063)

\$ 21.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDED 1746/- D  
NOV 16 1994 11:25 AM  
BANK OF AMERICA

**AMENDMENT NO. 4 TO SECURITY AGREEMENT  
DATED AS OF JULY 26, 1991**

**AGREEMENT OF AMENDMENT**, dated as of November 10, 1994 by and between Twin Cities & Western Railroad Company (the "Company"), a Minnesota corporation and The First National Bank of Boston, a national banking association, (the "Bank") as parties to that certain Amended and Restated Revolving Credit Agreement and Term Loan Agreement dated as of August 10, 1994 (the "Loan Agreement").

**WHEREAS**, the Company on the one hand, and the Bank, on the other hand, are parties to a Security Agreement dated as of July 26, 1991, as amended (the "Security Agreement").

**WHEREAS**, the Company and the Bank wish to add certain newly acquired Rolling Stock to the security interest created by the Security Agreement, to change the identifying numbers on certain of the Rolling Stock and in connection therewith to make certain amendments to the Security Agreement; and to reaffirm the Security Agreement's effectiveness upon such amendment;

**NOW, THEREFORE**, in consideration of the foregoing premises, the parties hereby agree as follows:

1. Schedule 4(b) to the Security Agreement, which lists all Rolling Stock of the Company, is hereby amended by adding the Rolling Stock listed on Schedule 4(b) dated November 10, 1994 attached hereto. Schedule 4(b) dated November 10, 1994 is an addition to and does not supersede any Schedule 4(b)'s filed previously.

2. Except as specifically amended by this Agreement of Amendment, the Security

Agreement shall remain in full force and effect, and the Company reaffirms the continued validity of the Security Agreement as amended on the date hereof.

3. This Agreement of Amendment shall become effective as of the date hereof upon receipt by the Company and the Bank of counterparts of this Agreement of Amendment duly executed by the Company and accepted by the Bank.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Amendment to be executed by their duly authorized officers as of the date first set forth above.

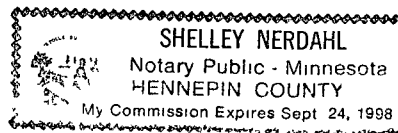
**TWIN CITIES & WESTERN  
RAILROAD COMPANY**

By: *Kent P. Shoemaker*

STATE OF MINNESOTA   )  
  ) ss.  
COUNTY OF HENNEPIN   )

On this 8<sup>th</sup> day of November, 1994, before me personally appeared Kent P. Shoemaker, to me personally known, who, being by me duly sworn, says that he is Chairman & CEO of Twin Cities & Western Railroad Company and that the said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

*Shelley Nerdahl*  
Notary Public



THE FIRST NATIONAL BANK OF BOSTON

By: \_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this 9<sup>th</sup> day of November, 1994, before me personally appeared Paul Feloney, to me personally known, who, being by me duly sworn, says that he/she is Assistant Vice President of The First National Bank of Boston, and that he/she is duly authorized to sign the foregoing instrument on behalf of said banking association, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of banking association.

Florence Grose  
Notary Public

FLORENCE GROSE

Notary Public

My Commission Expires November 12, 1999

**SCHEDULE 4(b)**

**NOVEMBER 10, 1994**

	INITIALS	CAR NUMBER	MANUFACTURER	YEAR BUILT
1	GNWR	610001	Pullman	10/80
2	GWIX	610002	Pullman	10/80
3	GWIX	610003	Pullman	10/80
4	GWIX	610004	Pullman	10/80
5	GWIX	610005	Pullman	10/80
6	GWIX	610006	Pullman	10/80
7	GWIX	610007	Pullman	10/80
8	GWIX	610008	Pullman	10/80
9	GWIX	610009	Pullman	10/80
10	GWIX	610010	Pullman	10/80
11	GNWR	610011	Pullman	10/80
12	GWIX	610012	Pullman	10/80
13	GWIX	610013	Pullman	10/80
14	GWIX	610014	Pullman	10/80
15	GNWR	610015	Pullman	10/80
16	GNWR	610016	Pullman	10/80
17	GWIX	610017	Pullman	10/80
18	GWIX	610018	Pullman	10/80
19	GWIX	610019	Pullman	10/80
20	GWIX	610020	Pullman	10/80
21	GNWR	610021	Pullman	10/80
22	GWIX	610022	Pullman	10/80
23	GWIX	610023	Pullman	10/80
24	GWIX	610024	Pullman	10/80
25	GWIX	610025	Pullman	10/80
26	GWIX	610026	Pullman	10/80
27	GNWR	610027	Pullman	10/80
28	GNWR	610028	Pullman	10/80
29	GWIX	610029	Pullman	10/80



30	GWIX	610030	Pullman	10/80
31	GNWR	610031	Pullman	10/80
32	GNWR	610032	Pullman	10/80
33	GWIX	610033	Pullman	10/80
34	GNWR	610034	Pullman	10/80
35	GNWR	610035	Pullman	10/80
36	GNWR	610036	Pullman	10/80
37	GNWR	610037	Pullman	10/80
38	GNWR	610039	Pullman	10/80
39	GWIX	610040	Pullman	10/80
40	GNWR	610041	Pullman	10/80
41	GWIX	610042	Pullman	10/80
42	GNWR	610043	Pullman	10/80
43	GNWR	610045	Pullman	10/80
44	GNWR	610046	Pullman	10/80
45	GWIX	610047	Pullman	10/80
46	GWIX	610049	Pullman	10/80
47	GWIX	610050	Pullman	10/80